



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

REQUEST FOR PROPOSAL

LEASED VEHICLE PROGRAM

RFPNUMBER 050107-LeasedVehicles

**PROPOSALS DUE BY
Friday June 1, 2007 @ 1:30 p.m. PST**

Table of Contents

- I. Introduction – Summary of the Intended Procurement**
 - 1.1 Issuing Body
 - 1.2 RFP Layout and Sections
 - 1.3 Project Overview

- II. Procurement and Evaluation Process**
 - 2.1 Procurement Schedule and General Instructions
 - 2.1.1 Contact List
 - 2.1.2 Disposition of Material and Confidential or Proprietary Information
 - 2.1.3 Proposal Preparation Costs
 - 2.2 Pre-Proposal Conference
 - 2.3 Pre-Submittal Process
 - 2.3.1 Request for Clarifications or Modifications
 - 2.3.2 Ambiguity, Discrepancies, Omissions
 - 2.3.3 Contact with Court
 - 2.3.4 RFP Addenda
 - 2.4 Submission of Proposals
 - 2.4.1 Proposal Delivery
 - 2.4.2 Amendment or Withdrawal of Proposals
 - 2.4.3 Mistake in Proposal
 - 2.4.4 Error in Submitted Proposals
 - 2.4.5 Authorized Signatures, Validity Period of Proposals
 - 2.4.6 Knowledge of Requirements
 - 2.4.7 Independence of Proposal and Joint Proposals
 - 2.4.8 Covenant Against Gratuities
 - 2.5 Overview of Evaluation Process
 - 2.5.1 Evaluation Committee
 - 2.5.2 Reservation of Rights
 - 2.5.3 Evaluation of Budget
 - 2.5.4 Requests for Additional Information
 - 2.6 Evaluation Criteria
 - 2.7 Interviews and Negotiations
 - 2.7.1 Interviews
 - 2.7.2 Negotiations
 - 2.7.3 Payment
 - 2.7.4 News Releases
 - 2.8 Award of Contract
 - 2.9 Protest Procedures
 - 2.9.1 General
 - 2.9.2 Prior to Submission of Proposal
 - 2.9.3 After Award
 - 2.9.4 Form of Protest

- 2.9.5 Determination of Protest Submitted Prior to Submission of Proposal
- 2.9.6 Determination of Protest Submitted After Submission of Proposal
- 2.9.7 Appeals Process
- 2.9.8 Protest Remedies

III. Scope of Work

- 3.1 General Specifications for All Vehicles
- 3.2 Service and Maintenance Requirements for All Vehicles
- 3.3 Insurance Requirements for all Vehicles
- 3.4 Specific Features for Each Vehicle

IV. Proposal Format and Content

- 4.1 Executive Summary
 - 4.1.1 Executive Summary Content
 - 4.1.2 Vendor Information, Validity, and Authorized Signature
- 4.2 Company and Subcontractor Information
 - 4.2.1 Company Background Information
 - 4.2.2 Subcontractors
- 4.3 Company Profile and California Locations
- 4.4 Experience and Qualifications
 - 4.4.1 Prior Experience and References
 - 4.4.2 Subcontractors
- 4.5 Description of Proposed Program
 - 4.5.1 Work Plan and Methodology
 - 4.5.2 Customer Services
- 4.6 Budget
 - 4.6.1 Pricing and Price Adjustments
 - 4.6.2 Start Date and Term of Contract
- 4.7 Required Proposal Forms and Documents
 - 4.7.1 Required Documents
 - 4.7.2 Proposal Format
 - 4.7.3 Acceptance of Terms

V. General Conditions

VI. Attachments

Attachment A – General Terms and Conditions

Attachment B – Vendor Certification Form

Attachment C – Court Delivery Locations

Attachment D – Acceptance of All Terms & Conditions-
General

I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body

The Superior Court of California, County of Riverside (“Court”) is issuing this Request for Proposal (“RFP”) to provide the Court with competitive bids for leased vehicles.

Through the solicitation of competitive bids, it is anticipated that the Court will be in a position to select a bidder capable of providing the most efficient, comprehensive, and cost effective leased vehicle program to the court.

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Scope of Work
4. Proposal Format and Content
5. General Conditions
6. Attachments

1.3 Project Overview

The Court is requesting proposals from highly qualified vendors with expertise in providing a comprehensive leased vehicle program for the Court.

The Court intends to award a contract to a vendor that is able to provide leased vehicle services as further described in Section III (Scope of Work) of this RFP. However, the Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The Court has developed the following list of key events from RFP issuance through notice contract award. All deadlines are subject to change at the Court's discretion.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	Issue RFP	Tuesday, May 1, 2007
2	Deadline to submit questions to court via email. Email to Submittal Contact listed in 2.1.1	Tuesday, May 15, 2007
3	All questions and answers posted to court website	Friday, May 18, 2007 by 5:00 p.m. PST
4	Proposal Due Date and Time	Friday, June 1, 2007 at 1:30 pm., PST
5	Proposals to Evaluation Team for review (estimated)	Tuesday, June 5, 2007
6	Negotiations/Contract Development (estimated)	Tuesday, June 12, 2007
7	Notice of Award (estimated)	Friday, June 22, 2007

The RFP and any addenda that may be issued will be available on the following website(s), referred to individually and collectively as "Court website": www.riverside.courts.ca.gov or www.purchasing.co.riverside.ca.us.

2.1.1 Contact List

Submittal Contact: Luana Eutsler
4075 Main Street, 3rd Floor, #332
Riverside, CA 92501
luana.eutsler@riverside.courts.ca.gov

Contracting Officer: Marita Ford
4075 Main Street, 3rd Floor, #310
Riverside, CA 92501

Court Executive Officer Inga McElyea
4075 Main Street, 3rd Floor, #310
Riverside, CA 92501

2.1.1 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to the solicitation document will become the property of the Court and will be returned only at the

Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.**

Even though the Public Records Act (PRA) does not apply to the Court, the Court's policy is to look to the PRA for guidance in responding to requests for documents. If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the Court does not consider such material to be exempt from disclosure under the PRA, the material may be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal because such information may be disclosed to the public.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the Court to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Proposal Conference

2.2.1 Potential Pre-proposal Conference

It may be necessary to have a pre-proposal conference, as numerous questions may be received. If a pre-proposal conference is required, the Court will notify all potential proposers of the time, date, and location by posting the information on the Court's website.

If a pre-proposal conference is required, the Court will prepare a summary of questions and answers from the pre-proposal conference, as an addenda, which will be posted on the Court's website.

In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. The representative may only sign-in for one vendor.

Proposals from vendors who did not attend the pre-proposal conference (if held) will not be accepted and will be returned unopened.

Pre-proposal conference participants must send a Letter of Intent to the Submittal Contact at the address listed in Section 2.1.1 at least five business days before the conference, indicating the number of individuals (of vendor and its subcontractors) who plan on attending the pre-proposal conference. This RSVP is necessary because seating at the pre-proposal conference may be limited.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to this solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Section V, to the Submittal Contact. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing via e-mail to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered.

Without disclosing the source of the question or request, the Submittal Contact will post a copy of the questions and the Court's responses on the Court website.

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the Court concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the Court does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.1 written notice of the problem via e-mail and request that the solicitation document be clarified or modified. Without

disclosing the source of the request, the Court may modify the solicitation document prior to the date fixed for submission of proposals by posting any addenda on the Court's website.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Court

Vendors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's response.

2.3.4 RFP Addenda

The Court may modify this solicitation document prior to the date fixed for submission of proposals by posting an addenda on the Court's website. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum was posted.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the proposal to include all addenda issued in any resulting contract.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

The following must be received no later than the Proposal Due Date and Time specified in Section 2.1 at the address listed in Section 2.1.1 for the Submittal Contact:

- One (1) unbound (stapled or clipped is ok) original proposal, marked "original";
- Four (4) unbound, secured (stapled or clipped is ok) copies of the original proposal; and
- One electronic copy of the proposal in MS Word format sent via e-mail to the Submittal Contact.

The original and all copies of the proposals must be submitted in a single, sealed envelope. The outside of the envelope must be

clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name and address.

Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Due Date and Time. Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. A receipt should be requested for hand delivered material.

The proposer is solely responsible for ensuring that the full proposal is received by the Court in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The Court shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Due Date and Time. All amendments must be in writing and received by the Court prior to the Proposal Due Date and Time.

A vendor may withdraw its proposal at any time prior to the Proposal Due Date and Time by notifying the Submittal Contact listed in Section 2.1.1 in writing (can be e-mail or US mail) of its withdrawal. Amendments or withdrawals offered in any other manner than described above will not be considered. Proposals cannot be amended or withdrawn after the Proposal Due Date and Time.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting contract, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the Court's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the Court may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the Court may at its sole option retain the proposal and allow the proposer to submit certain corrections. The Court may, at its sole option, allow the

proposer to correct obvious clerical errors. In determining if a correction will be allowed, the Court will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the Court may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item price shall be the amount obtained by dividing the "extension" price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor name, address, telephone and facsimile numbers, e-mail address, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer's designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date and Time specified in Section 2.1. In the event a final contract has not been awarded by the date specified in Section 2.1, the Court reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will post addenda and clarifications to the Court website; however, it is the proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date and Time.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or representative of the proposer, to any officer, official, agent, or employee of any Court with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate any resulting contract in whole or in part. The right and remedies of the Court provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting contract.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The Court will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors by the Proposal Due Date and Time will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, work locations, and experience of the individual members will not be made available to any vendor. The Evaluation Committee will review and screen all proposals submitted according to the evaluation criteria set forth in Section 2.6.

2.5.2 Reservation of Rights

The Court, in its complete discretion, may eliminate proposals that have not scored adequately in relation to other proposals to warrant further consideration. The Court reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal.

The Court's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the Court may accept any item or combination of items as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the proposer so restricts its proposal, the Court may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the Court or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The Court reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach a contract. If no contract is reached, the Court can negotiate with other proposers or make no award under this RFP. At any time, the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the Court reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the Court regarding a requirement of the solicitation document.

2.5.3 Evaluation of Budget

All figures entered on the budget (Scope of Work, Section 3.4) must be clearly legible and must be type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal.

Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

2.5.4 Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The Court may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.6 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offers the best value to the Court. The evaluation will be based upon the following criteria, listed in no particular order. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

- a. Overall cost of providing vehicles
- b. Managerial capabilities demonstrating ability to service and maintain this type of program
- c. Experience on projects of similar size and scope
- e. Overall response to bid
- f. Comprehensive lease program
- g. References

2.7 Interviews and Negotiations

2.7.1 Interviews

Following the initial screening of proposals, the Court reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the Court determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the Court's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.7.2 Negotiations

If the Court desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the Court enters into negotiations and no contract is reached, the Court can negotiate with the other proposers or make no award under this RFP. The

Court reserves the right to award a contract, if any, without negotiations.

2.7.3 Payment

Payment terms will be in accordance with the payment provisions of Attachment A, General Terms and Conditions. THE COURT DOES NOT MAKE ANY ADVANCE PAYMENT FOR GOODS OR SERVICES.

2.7.4 News Releases

News releases pertaining to the award of any contract resulting from this solicitation may not be made by a vendor without the prior written approval of the Court Executive Officer noted in Section 2.1.1.

2.8 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Contract in accordance with the Scope of Work in Section III and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Terms and Conditions within thirty (30) business days of award. The period for execution of the Contract may be changed by mutual contract of the parties. Contracts are not effective until signed by both parties.

2.9 Protest Procedures

2.9.1 General

Failure of proposer to comply with the protest procedures set forth in this Section 2.10, will render a protest inadequate and untimely, and will result in rejection of the protest. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

2.9.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Due Date and Time.

The protestor will have exhausted all administrative remedies specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; Section 2.3.4, RFP Addenda; and this Section as applicable, prior to submitting

the protest. Failure to do so may be grounds for denying the protest.

2.9.3 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the Court has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party receives a no-award notification.

2.9.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual listed in the Submission of Proposals section of this RFP (Section 2.4) who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted above. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The Court, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could

have been raised at that time, the Court will not consider such new grounds or new evidence.

2.9.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the Court will provide a written determination to the protestor prior to the Proposal Due Date and Time. If required, the Court may extend the Proposal Due Date and Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.9.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is not able to provide a response within ten (10) business days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.9.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the Court unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the Court Executive Officer noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is limited to:

- A. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted; or
- B. The Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- C. The decision of the Contracting Officer was in error of law or regulation.

The request for appeal shall include:

- (1) The name, address telephone and facsimile numbers of the vendor filing the appeal or their representative;
- (2) A copy of the Contracting Officer's decision;
- (3) The legal and factual basis for the appeal; and
- (4) The ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the Court Executive Officer will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the Court Executive Officer shall constitute the Court's final action.

2.9.8 Protest Remedies

If the protest is upheld, the Court will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the Court, the urgency of the procurement, and the impact of the recommendation(s). The Court may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; and/or
- f. Other such remedies as may be required to promote compliance.

III. Scope of Work

The Riverside County Superior Court is looking for a vendor to provide vehicles to the Court under a lease program. There are 23 vehicles included in this RFP, with the lease for each vehicle being three years in length.

Each vehicle proposed by the vendor must have the general specifications and meet the service/maintenance and insurance requirements listed below. Vendor must complete all the tables in Section 3.4 to show the specific features and costs for each vehicle. In addition, vendor must complete the vehicle summary table in Section 3.5.

3.1 General Specifications for All Vehicles

- 3.1.1 Each vehicle shall be a new and currently advertised model of the manufacturer's latest design (2007). Each vehicle shall be equipped with all standard component items identified in the manufacturer's description and specification publications, whether or not specifically requested and except where optional components are specified herein.
- 3.1.2 Where applicable, each vehicle shall be equipped with all legal devices required for highway operation and meet all Department of Transportation, State of California, CALOSHA, and federal standards and requirements.
- 3.1.3 All vehicles must meet all California emission standards.
- 3.1.4 All vehicles must be delivered with a full fuel tank.
- 3.1.5 All vehicles must have California exempt plates. Vehicles can be delivered with regular plates with plates to be sent to the Court at a later date. Exempt plates must be ordered within one week of the date the vehicle is delivered.
- 3.1.6 Leases for the vehicles will be for three years (36 months) and will be closed end. The Court does not want to own the vehicles at the end of the lease period.
- 3.1.7 The selected vendor must be able to deliver all vehicles to their designated delivery place within 60 calendar days of the date the contract is signed.
- 3.1.8 All parts not specifically mentioned which are necessary to provide a complete vehicle shall be included in the bid and shall conform in strength, quality of workmanship to what is usually provided the trade in general. The specifications herein shall not be construed in any way to sanction the degrading or elimination of accepted

standards of engineering and craftsmanship in configuration and construction.

3.2 Service and Maintenance Requirements for All Vehicles

- 3.2.1 Vendor shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and repairs are performed to maintain the warranty. Vendor shall furnish oil as necessary between changes for the operation of each vehicle according to the manufacturer's specification and shall furnish any and all other maintenance or service desired by the Court which is not specifically the obligation of the Court.
- 3.2.2 Selected vendor must be able to notify the Court via e-mail and in writing when a vehicle will need service.
- 3.2.3 Scope of Maintenance – The following represents the minimum maintenance requirements to be provided by vendor:
- All factory recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer (oil changes, tune-ups, etc.).
 - All incidentals and parts required for preventive maintenance (fluid, belts, hoses, etc.).
 - Wheel alignment
 - Emergency roadside assistance – vendor must provide a telephone number for Court employees to call 24 hours a day, 7 days a week if a tow truck or any assistance (e.g., changing a tire, lockouts) is required.
 - All mechanical repairs will be covered, with the following exceptions:
 - Repairs due to driver neglect or abuse
 - Accident damage
 - Replacement brakes and tires

3.3 Insurance Requirements for all Vehicles

- 3.3.1 Vendor must provide insurance for each vehicle at the minimum levels listed below. Vendor may provide higher coverage.
- Auto liability - \$1,000,000
 - Uninsured/Under Insured Motorists - \$1,000,000
 - Personal Injury – Statutory
 - Medical Payments - \$5,000
 - Comprehensive – current market value with \$1,000 deductible.
 - Collision – current market value with \$1,000 deductible.
 - Loaner Vehicle (provided regardless of fault)

3.4 Specific Features for Each Vehicle

Vendor should complete all the tables. Tables are unique for each vehicle because all vehicles do not have the same specifications.

Vehicle #1 – 2007 Ford Crown Victoria, 2 wd, 4dr or equal Executive Officer		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Riverside, California</u> Miles Driven per Year: <u>20,000</u> Miles Driven per Contract: <u>60,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance Describe maintenance program for this vehicle. Monthly Maintenance Cost for this vehicle \$ _____ Monthly Lease Price \$ _____ Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #1 – 2007 Ford Crown Victoria, 2 wd, 4dr or equal Executive Officer		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: V6 or V8		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Power		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #1 – 2007 Ford Crown Victoria, 2 wd, 4dr or equal Executive Officer		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability – Requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #2 – 2007 Toyota Camry, 4 door or equal BLYTHE CARPOOL		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Blythe, California</u> Miles Driven per Year: <u>20,000</u> Miles Driven per Contract: <u>60,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #2 – 2007 Toyota Camry, 4 door or equal BLYTHE CARPOOL		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: V6		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM /CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #2 – 2007 Toyota Camry, 4 door or equal BLYTHE CARPOOL		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

<p align="center">Vehicle #3 – 2007 Toyota Camry, 4 door or equal INDIO #1CARPOOL</p>	
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Indio, California</u> Miles Driven per Year: <u>20,000</u> Miles Driven per Contract: <u>60,000</u>
<p align="center">Insurance Coverage</p>	
Description of Coverage	Limit
Liability	
Uninsured/Under Insured Motorists	
Personal Injury	Statutory
Medical Payments	
Comprehensive	
Collision	
Other (list)	
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?
<p align="center">Vehicle Maintenance</p>	
Describe maintenance program for this vehicle.	
Monthly Maintenance Cost for this vehicle \$ _____	
Monthly Lease Price \$ _____	
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____	
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.

Vehicle #3 – 2007 Toyota Camry, 4 door or equal

INDIO #1CARPOOL

Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: V6		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM /CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		

Vehicle #3 – 2007 Toyota Camry, 4 door or equal INDIO #1CARPOOL		
REAR BUMPER: Factory Standard		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #4 – 2007 Toyota Camry, 4 door or equal WHALEY		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Indio, California</u> Miles Driven per Year: <u>25,000</u> Miles Driven per Contract: <u>75,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #4 – 2007 Toyota Camry, 4 door or equal WHALEY		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: V6		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #4 – 2007 Toyota Camry, 4 door or equal WHALEY		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #5 – 2007 Toyota Camry, 4 door or equal RIVERSIDE #1CARPOOL		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Riverside, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #5 – 2007 Toyota Camry, 4 door or equal RIVERSIDE #1CARPOOL		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: V6		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM /CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #5 – 2007 Toyota Camry, 4 door or equal RIVERSIDE #1CARPOOL		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #6 – 2007 Toyota Camry, 4 door or equal RIVERSIDE #2CARPOOL		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Riverside, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #6 – 2007 Toyota Camry, 4 door or equal RIVERSIDE #2CARPOOL		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: V6		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #6 – 2007 Toyota Camry, 4 door or equal RIVERSIDE #2CARPOOL		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

<p align="center">Vehicle #7 – 2007 Toyota Corolla, 4 door or equal INDIO #2CARPOOL</p>		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Indio, California</u> Miles Driven per Year: <u>20,000</u> Miles Driven per Contract: <u>60,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #7 – 2007 Toyota Corolla, 4 door or equal INDIO #2CARPOOL		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #7 – 2007 Toyota Corolla, 4 door or equal INDIO #2CARPOOL		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #8 – 2007 Toyota Corolla, 4 door or equal INDIO #3CARPOOL	
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Indio, California</u> Miles Driven per Year: <u>20,000</u> Miles Driven per Contract: <u>60,000</u>
Insurance Coverage	
Description of Coverage	Limit
Liability	
Uninsured/Under Insured Motorists	
Personal Injury	Statutory
Medical Payments	
Comprehensive	
Collision	
Other (list)	
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?
Vehicle Maintenance	
Describe maintenance program for this vehicle.	
Monthly Maintenance Cost for this vehicle \$ _____	
Monthly Lease Price \$ _____	
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____	
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.

Vehicle #8 – **2007 Toyota Corolla, 4 door or equal**

INDIO #3CARPOOL

Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM /CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		

Vehicle #8 – 2007 Toyota Corolla, 4 door or equal INDIO #3CARPOOL		
REAR BUMPER: Factory Standard		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability – requested		If vehicle does not have this, what will vendor charge the Court to install?

<p align="center">Vehicle #9 – 2007 Toyota Corolla, 4 door or equal SWJC CARPOOL</p>	
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Murrieta, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>
<p align="center">Insurance Coverage</p>	
Description of Coverage	Limit
Liability	
Uninsured/Under Insured Motorists	
Personal Injury	Statutory
Medical Payments	
Comprehensive	
Collision	
Other (list)	
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?
<p align="center">Vehicle Maintenance</p>	
Describe maintenance program for this vehicle.	
Monthly Maintenance Cost for this vehicle \$ _____	
Monthly Lease Price \$ _____	
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____	
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.

Vehicle #9 – **2007 Toyota Corolla, 4 door or equal**

SWJC CARPOOL

Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		

Vehicle #9 – 2007 Toyota Corolla, 4 door or equal SWJC CARPOOL		
REAR BUMPER: Factory Standard		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #10 – 2007 Toyota Corolla, 4 door or equal <b style="color: red;">RIVERSIDE #3CARPOOL		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Riverside, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #10 – 2007 Toyota Corolla, 4 door or equal RIVERSIDE #3CARPOOL		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #10 – 2007 Toyota Corolla, 4 door or equal RIVERSIDE #3CARPOOL		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #11 – 2007 Toyota Matrix, 4 door or equal BANNING CARPOOL		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Banning, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #11 – 2007 Toyota Matrix, 4 door or equal BANNING CARPOOL		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM /CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #11 – 2007 Toyota Matrix, 4 door or equal BANNING CARPOOL		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability – requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #12 – **2007 Dodge Caravan Minivan or equal, or an SUV that seats up to 8 people**
RIVERSIDE #4 CARPOOL

Manufacturer: _____
Proposed Model No. _____
Quantity: 1 (one)

Delivery Place: Riverside, California
Miles Driven per Year: 12,000
Miles Driven per Contract: 36,000

Insurance Coverage

Description of Coverage	Limit
Liability	
Uninsured/Under Insured Motorists	
Personal Injury	Statutory
Medical Payments	
Comprehensive	
Collision	
Other (list)	
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?

Vehicle Maintenance

Describe maintenance program for this vehicle.

Monthly Maintenance Cost for this vehicle \$ _____

Monthly Lease Price \$ _____

Total all-inclusive monthly cost Court will pay for this vehicle \$ _____

Indicate the over mileage rate charge @ end of lease or if the charge will be waived:

Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.

Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.
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Vehicle #12 – **2007 Dodge Caravan Minivan or equal, or an SUV that seats up to 8 people**

RIVERSIDE #4 CARPOOL

REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: V6		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #12 – 2007 Dodge Caravan Minivan or equal, or an SUV that seats up to 8 people RIVERSIDE #4 CARPOOL		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #13 – 2007 Toyota Corolla, 4 door or equal RIVERSIDE #5CARPOOL		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Riverside, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #13 – 2007 Toyota Corolla, 4 door or equal RIVERSIDE #5CARPOOL		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #13 – 2007 Toyota Corolla, 4 door or equal RIVERSIDE #5CARPOOL		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability – requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #14 – 2007 Toyota Camry, 4 door or equal DOWNING		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Indio, California</u> Miles Driven per Year: <u>30,000</u> Miles Driven per Contract: <u>90,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #14 – 2007 Toyota Camry, 4 door or equal DOWNING		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: V6		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM /CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #14 – 2007 Toyota Camry, 4 door or equal DOWNING		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

<p align="center">Vehicle #15– 2007 Toyota Corolla, 4 door or equal INDIO PROBATE INVESTIGATOR</p>		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Indio, California</u> Miles Driven per Year: <u>20,000</u> Miles Driven per Contract: <u>60,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

<p style="text-align: center;">Vehicle #15– 2007 Toyota Corolla, 4 door or equal INDIO PROBATE INVESTIGATOR</p>		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #15– 2007 Toyota Corolla, 4 door or equal INDIO PROBATE INVESTIGATOR		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #16– 2007 Toyota Corolla, 4 door or equal HEMET PROBATE INVESTIGATOR	
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Hemet, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>
Insurance Coverage	
Description of Coverage	Limit
Liability	
Uninsured/Under Insured Motorists	
Personal Injury	Statutory
Medical Payments	
Comprehensive	
Collision	
Other (list)	
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?
Vehicle Maintenance	
Describe maintenance program for this vehicle.	
Monthly Maintenance Cost for this vehicle \$ _____	
Monthly Lease Price \$ _____	
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____	
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.

Vehicle #16– 2007 Toyota Corolla, 4 door or equal

HEMET PROBATE INVESTIGATOR

Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM /CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		

Vehicle #16– 2007 Toyota Corolla, 4 door or equal HEMET PROBATE INVESTIGATOR		
REAR BUMPER: Factory Standard		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

<p align="center">Vehicle #17– 2007 Toyota Corolla, 4 door or equal RIVERSIDE PROBATE INVESTIGATOR</p>	
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Riverside, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>
Insurance Coverage	
Description of Coverage	Limit
Liability	
Uninsured/Under Insured Motorists	
Personal Injury	Statutory
Medical Payments	
Comprehensive	
Collision	
Other (list)	
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?
Vehicle Maintenance	
Describe maintenance program for this vehicle.	
Monthly Maintenance Cost for this vehicle \$ _____	
Monthly Lease Price \$ _____	
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____	
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.

Vehicle #17– 2007 Toyota Corolla, 4 door or equal

RIVERSIDE PROBATE INVESTIGATOR

Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM /CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		

Vehicle #17– 2007 Toyota Corolla, 4 door or equal RIVERSIDE PROBATE INVESTIGATOR		
REAR BUMPER: Factory Standard		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

<p align="center">Vehicle #18– 2007 Toyota Corolla, 4 door or equal MORENO VALLEY PROBATE INVESTIGATOR</p>		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Riverside, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

<p style="text-align: center;">Vehicle #18– 2007 Toyota Corolla, 4 door or equal MORENO VALLEY PROBATE INVESTIGATOR</p>		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #18– 2007 Toyota Corolla, 4 door or equal MORENO VALLEY PROBATE INVESTIGATOR		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

<p align="center">Vehicle #19– 2007 Toyota Corolla, 4 door or equal TEMECULA PROBATE INVESTIGATOR</p>		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Temecula, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #19– 2007 Toyota Corolla, 4 door or equal

TEMECULA PROBATE INVESTIGATOR

REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #19– 2007 Toyota Corolla, 4 door or equal TEMECULA PROBATE INVESTIGATOR		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #20– 2007 Dodge Ram 1500 Truck, ½ ton, 2 door, 2wd, standard cab or equal INDIO FACILITIES		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Indio, California</u> Miles Driven per Year: 25,000 Miles Driven per Contract: 75,000	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #20– 2007 Dodge Ram 1500 Truck, ½ ton, 2 door, 2wd, standard cab or equal

INDIO FACILITIES

REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
WHEELBASE: 140.5 inches		
ENGINE: V8		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
GVWR:		
RADIO: AM/FM /CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		

Vehicle #20– 2007 Dodge Ram 1500 Truck, ½ ton, 2 door, 2wd, standard cab or equal INDIO FACILITIES		
SPARE TIRE:		
REAR BUMPER: Factory Standard		
TRANSFER CASE: Factory Standard		
BED:		What are the measurements of the truck bed?
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

Vehicle #21– 2007 Dodge Ram 1500 Truck, ½ ton, 2 door, 2WD standard cab or equal SWJC FACILITIES		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Murrieta, California</u> Miles Driven per Year: <u>20,000</u> Miles Driven per Contract: <u>60,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #21– 2007 Dodge Ram 1500 Truck, ½ ton, 2 door, 2WD standard cab or equal

SWJC FACILITIES

REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
WHEELBASE: 140.5 inches		
ENGINE: V8		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
GVWR:		
FACTORY ITEMS: Factory Standard Items		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		

Vehicle #21– 2007 Dodge Ram 1500 Truck, ½ ton, 2 door, 2WD standard cab or equal

SWJC FACILITIES

WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		
TRANSFER CASE: Factory Standard		
BED:		What are the measurements of the truck bed?
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

<p align="center">Vehicle #22 - 2007 Dodge Ram 1500 Truck, ½ ton, 4 door, 2WD or equal RIVERSIDE FACILITIES</p>		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Riverside, California</u> Miles Driven per Year: <u>20,000</u> Miles Driven per Contract: <u>60,000</u>	
<p align="center">Insurance Coverage</p>		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
<p align="center">Vehicle Maintenance</p> Describe maintenance program for this vehicle. Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____ Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

Vehicle #22 - 2007 Dodge Ram 1500 Truck, ½ ton, 4 door, 2WD or equal

RIVERSIDE FACILITIES

REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
WHEELBASE: 140.5 inches		
ENGINE: V8		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
GVWR:		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		

Vehicle #22 - 2007 Dodge Ram 1500 Truck, ½ ton, 4 door, 2WD or equal RIVERSIDE FACILITIES		
SPARE TIRE:		
REAR BUMPER: Factory Standard		
TRANSFER CASE: Factory Standard		
BED:		What are the measurements of the truck bed?
SPECIAL ITEMS: Blue Tooth Capability - requested		If vehicle does not have this, what will vendor charge the Court to install?

<p align="center">Vehicle #23– 2007 Toyota Corolla, 4 door or equal BANNING PROBATE INVESTIGATOR</p>		
Manufacturer: _____ Proposed Model No. _____ Quantity: <u>1 (one)</u>	Delivery Place: <u>Temecula, California</u> Miles Driven per Year: <u>15,000</u> Miles Driven per Contract: <u>45,000</u>	
Insurance Coverage		
Description of Coverage	Limit	
Liability		
Uninsured/Under Insured Motorists		
Personal Injury	Statutory	
Medical Payments		
Comprehensive		
Collision		
Other (list)		
Monthly Insurance Cost for this vehicle \$ _____ Daily cost for a loaner vehicle \$ _____	Is OnStar's Safe & Sound service or a similar service available on this vehicle? Yes or No If yes, what is the name of the service? What is the monthly cost for this service?	
Vehicle Maintenance		
Describe maintenance program for this vehicle.		
Monthly Maintenance Cost for this vehicle \$ _____		
Monthly Lease Price \$ _____		
Total all-inclusive monthly cost Court will pay for this vehicle \$ _____		
Indicate the over mileage rate charge @ end of lease or if the charge will be waived:	Are there any one-time costs (like delivery or blue tooth capability) the vendor will charge the Court for this vehicle that are not included in the monthly cost? If so, list them individually here, along with their cost.	
Description of Specifications	Meets Specs? Yes or No	Comments/Exceptions If vehicle does not meets specs, then explain.

<p style="text-align: center;">Vehicle #23– 2007 Toyota Corolla, 4 door or equal BANNING PROBATE INVESTIGATOR</p>		
REMOTE KEYLESS ENTRY – Requested		
DOOR LOCKS: Power		
WINDOWS: Power		
ENGINE: 4 cylinder or factory standard		
TRANSMISSION: Automatic/Overdrive		
STEERING: Power-Assisted		
BRAKES: Power		
SEATS: Cloth Upholstery		
FLOOR MATS:		
COOLING: Heavy Duty		
BATTERY: Heavy Duty		
ALTERNATOR: Heavy Duty		
COLOR: Exterior— White Interior— Gray		
MIRRORS: Factory Standard		
SUSPENSION: Factory Standard		
RADIO: AM/FM/CD		
GAUGES: Factory Standard Items		
FUEL TANK: Factory Standard		
AIR CONDITIONING: Factory Standard		
WHEELS AND TIRES: Factory Standard		
SPARE TIRE:		
REAR BUMPER: Factory Standard		

Vehicle #23– 2007 Toyota Corolla, 4 door or equal BANNING PROBATE INVESTIGATOR		
TRANSFER CASE: Factory Standard		
SPECIAL ITEMS: Blue Tooth Capability – requested		If vehicle does not have this, what will vendor charge the Court to install?

3.5 Vehicle Summary Table

Vehicle #	Vehicle Description	Total Monthly Cost For Each Vehicle	Total Annual Cost For Each Vehicle
1	2007 Ford Crown Victoria or Equal - Executive Officer	\$	\$
2	2007 Toyota Camry or Equal - Blythe Carpool		
3	2007 Toyota Camry or Equal -Indio #1 Carpool		
4	2007 Toyota Camry or Equal -Whaley		
5	2007 Toyota Camry or Equal -Riverside #1 Carpool		
6	2007 Toyota Camry or Equal -Riverside #2 Carpool		
7	2007 Toyota Corolla or Equal -Indio #2 Carpool		
8	2007 Toyota Corolla or Equal -Indio #3 Carpool		
9	2007 Toyota Corolla or Equal -SWJC Carpool		
10	2007 Toyota Corolla or Equal -Riverside #3 Carpool		
11	2007 Toyota Matrix or Equal -Banning Carpool		
12	2007 Dodge Caravan Minivan or Equal, or an SUV-Riverside #4 Carpool		
13	2007 Toyota Corolla or Equal-Riverside #5 Carpool		
14	2007 Toyota Camry or Equal-Downing		
15	2007 Toyota Corolla or Equal-Indio Probate Investigator		
16	2007 Toyota Corolla or Equal -Hemet Probate Investigator		
17	2007 Toyota Corolla or Equal -Riverside Probate Investigator		
18	2007 Toyota Corolla or Equal –Moreno Valley Probate Investigator		
19	2007 Toyota Corolla or Equal – Temecula Probate Investigator		
20	2007 Dodge Ram 1500 Truck or Equal – Indio Facilities		
21	2007 Dodge Ram 1500 Truck or Equal – SWJC Facilities		
22	2007 Dodge Ram 1500 Truck or Equal – Riverside Facilities		
23	2007 Toyota Corolla or Equal –Banning Probate Investigator		
		TOTAL MONTHLY COST FOR ALL 23 VEHICLES \$ _____	TOTAL ANNUAL COST FOR ALL 23 VEHICLES \$ _____

IV. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

In this section, proposed bidders will provide the requested information and must tell the Court, in detail, how they will provide the services described in Section 3.0 Scope of Work (i.e., what their proposed program looks like and how it will operate).

4.1 Executive Summary

4.1.1 Executive Summary Content

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer's understanding of the requirements.

4.1.2 Vendor Information, Validity, and Authorized Signature

The Executive Summary should include the vendor information, validity period of RFP response, and authorized signature, as required in Section 2.4.5.

4.2 Company and Subcontractor Information

4.2.1 Company Background Information

The Court requires the vendor to be a reputable company of strong financial standing with experience in providing comprehensive leased vehicle programs. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, information about each party must be listed separately. The information to be provided is as follows:

- a. Complete name and address, telephone and facsimile numbers, e-mail address
- b. If incorporated, state in which incorporated.
- c. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- d. Principal type of business.
- e. Total number of years in business.
- f. Number of years providing products and services similar in size and scope to those requested in this RFP.

- g. Federal Tax Identification Number
- h. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- i. Annual contract value of the vendor's three (3) largest contracts for similar products and services in the past three (3) years.
- j. Percent of turnover of service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).
- k. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal contracts (e.g., teaming contracts or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

4.2.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each Subcontractor:

- a. Subcontractor name and address, telephone and facsimile numbers, e-mail
- b. If incorporated, state in which incorporated and federal tax identification number.
- c. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- d. Principal type of business.
- e. Total number of years in business.
- f. Names (if available) and credentials of staff to be assigned to this project.
- g. Number of years providing services similar in size and scope to those requested in this RFP.
- h. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPO's).
- i. Percent of turnover of service staff for each of the last three (3) years in the Subcontractor's organization that will be responsible for providing services described in this RFP (e.g. Account Manager, Customer Service personnel, etc.).

4.3 Company Profile and California Locations

Vendor shall provide a short description of its company. In addition, the vendor shall list all of its California locations.

4.4 Experience and Qualifications

4.4.1 Prior Experience and References

The Court requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

- a. Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.
- b. Explain any special resources, procedures, experience or approaches that make the services of the vendor particularly advantageous to the Court.
- c. Provide the names, addresses, contact names, telephone numbers, and dates of services for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last five (5) years. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance record. The Court reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

4.4.2 Subcontractors

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the business names, addresses, telephone numbers, and contact names for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

4.5 Description of Proposed Program

4.5.1 Work Plan and Methodology

Vendor shall describe the details of the program and how the vendor intends to provide the requested products and services. The description shall include, but is not limited to, the following:

- Organization structure
- Identification of key personnel and their roles and responsibilities
- A plan for transition of the existing vendor if the existing vendor is not awarded this contract.
- Communication process with the Court
- Managerial capabilities demonstrating ability to service and maintain this type of program (are size and structure of vendor's organization sufficient to fulfill obligations of this contract?)

4.5.2 Customer Service

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Internal procedures to track customer service contact and resolution
- Escalation process to resolve outstanding customer service issues

4.6 Budget

4.6.1 Pricing and Price Adjustments

Vendor must submit its costs to provide the services by completing all tables in Sections 3.4 and 3.5 in the Scope of Work. Pricing shall include all anticipated charges, including but not limited to insurance, maintenance, overmiles charge (if any), loaner vehicle. The budget shall be presented with the understanding that it will be final and will not be exceeded.

The Court is exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any Subcontractor's employee's wages. The Court will pay for any applicable State of California or local sales or use taxes on the

products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

Firm Pricing- the period of firm pricing shall be 365 days after any resulting contract is signed.

4.6.2 Start Date and Term of Contract

The targeted start date for this contract is July 1, 2007, and will be awarded for one three years

4.7 Required Proposal Forms and Documents

4.7.1 Required Documents

- a. Response to RFP
- b. Vendor Certification Form – Attachment B
- c. Budget – Scope of Work Documents Tables 3.4 and 3.5.
- d. Statement of Acceptance of Terms and Conditions, Attachment D, in accordance with Section 4.7.3

4.7.2 Proposal Format

All proposals must be submitted on 8.5 x 11, unbound typed pages, 12 size font with one inch margins, single spaced, single sided, and pages numbered sequentially in the lower right hand corner.

4.7.3 Acceptance of Terms

The vendor's proposal must include a statement (by completing Attachment D) as to whether the vendor accepts the General Conditions in Section V or whether the vendor takes any exception to those terms. The vendor will be deemed to have accepted such terms and conditions, except as is expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit a "redlined" version (modifications clearly marked) of the term or condition showing all modifications proposed by the vendor. The vendor must provide an explanation as to why the modification is required. The vendor's willingness to accept the General Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor's proposal.

Although the Court will consider alternate language proposed by a vendor, the Court will not be bound by contract language received as part of a prospective vendor's response. If the proposer requires that the Court be bound by some or all of the vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A, General Terms and Conditions.

VI. ATTACHMENTS

Attachment A	Contract Terms & Conditions
Attachment B	Vendor Certification Form
Attachment C	Court Delivery Locations
Attachment D	Acceptance of All Terms & Conditions – General and Supplemental

Attachment A

General Terms and Conditions

1. Accounting

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

2. Audit; Retention of Records

A. Audit. Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority, or to Court's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records.

B. Retention of Records. Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

3. Assignment

Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Court, in the form of an Amendment.

4. Choice of Law; Jurisdiction and Venue

A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. Jurisdiction and Venue. Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

5. Certifications and Representations

Contractor's signature on the cover sheet shall also serve as certification for the following paragraphs, A-F.

A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. FEHA Compliance. Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 et seq., and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 et seq.

Contractor certifies that it and its Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

"Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment."

6. Changes in Work; Stop Work

A. Changes in Work.

A.1. Court reserves the right to require Contractor to make changes in the Work, as set forth in Exhibit C, Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by Court or Contractor, Contractor will submit in writing:

- a) a description of the proposed change and the reasons for the change;
- b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
- c) a statement of the expected impact on schedule.

A.3. If Court and Contractor agree on a change, Court will issue an Amendment documenting the change, for the parties' execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

B. Stop Work.

B.1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 22 (Termination).

B.3 If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4 If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.

B.5 Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

7. Confidential Information

A. Requirements of Strict Confidence. While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project.

Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

8. Conflict of Interest; Prohibition Against Gratuities

A. Conflict of Interest.

A.1 Contractor covenants that it and its Subcontractors presently have no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.

A.2 Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of Court funds or that are sponsored by Court if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3 Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- a) use of an official position with the government for private gain;
- b) preferential treatment to any particular person associated with this Work or Agreement;
- c) impairment of Court's independence or impartiality;
- d) a decision made outside official channels; or
- e) adverse effects on the confidence of the public in the integrity of Court.

B. Prohibition Against Gratuities.

B.1 Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of Court, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B2. For any breach or violation of this covenant, Court has the right to terminate the Agreement for cause, wither whole or in part. Any loss or damage sustained by Court in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. Court's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

9. Consideration

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit B (Payment Terms).

A. Payment Does Not Imply Acceptance of Work. Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.

B. Disallowance. If Contractor receives payment from Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

10. Contractor Status

A. Independent Contractor.

A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Exhibit C (Statement of Work), Contractor has no authority or responsibility to exercise any rights or power vested in Court.

A.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3 If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B.1 Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4 Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment

relationship between Court and any Contractor or Subcontractor personnel.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in Exhibit C – Statement of Work, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the “right to control” and bear the sole responsibility for the job site conditions and safety.

D. Permits, Laws, and Regulations.

D.1 Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.

D.2 Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. Subcontracting.

E.1 Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any subcontracting without Court's written consent is a material breach of this Agreement.

E.2 Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Signature Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.

11. Dispute Resolution

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

A.1 If a dispute remains unresolved following Notice by either party, each party's Chief Executive Officer (“CEO”) or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice.

A.2 If the matter is not resolved as set forth in section 11.A.1, the aggrieved

party will submit a second Notice which will:

- a) provide detailed factual information;
- b) identify the specific provisions in this Agreement on which any demand is based;
- c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
- d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

A.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution.

B.1 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

B.2 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor's failure to diligently proceed in accordance with Court's instructions will be considered a material breach of the Agreement.

12. Force Majeure

A. Force Majeure events include, but are not limited to:

- 1. catastrophic acts of nature, or public enemy;
- 2. civil disorder;
- 3. fire or other casualty for which a party is not responsible; and
- 4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

13. Indemnification

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Court) Court and its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. Such indemnification will

not include loss, damage, or expense arising from the sole negligence or willful misconduct of Court or its agents, officers, and employees.

B. For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for Court's proportionate share of liability.

C. Contractor's obligation to defend, indemnify, and hold Court and its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

14. Insurance

A. General Insurance Requirements. Contractor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the Work.

B. Minimum Scope & Limits of Coverage.

Contractor will maintain the following coverages:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of **\$1,000,000.00** for each accident.
3. Commercial General Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
4. Business Automobile Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, Court. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to Court and will be the sole responsibility of Contractor.

D. Endorsements; Additional Insureds.

The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Court, its officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor;

2. To the extent of Contractor's negligence, Contractor's insurance coverage will be primary insurance as respects Court, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Court, its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way;

3. Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability;

4. Contractor will provide Court certificates of insurance satisfactory to Court, evidencing all required coverages before Contractor begins any Work, and complete copies of each policy upon Court's request;

5. If at any time, the foregoing policies become unsatisfactory to Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to Court, Contractor will, upon Notice from Court, promptly obtain a new policy, and submit the same to Court, with the appropriate certificates and endorsements, for approval;

6. All of Contractor's policies will be endorsed to provide Notice to Court of cancellation, nonrenewal, and reduction in coverage, within fifteen days, mailed to the Court's representative for Notices named on the Contract Cover Sheet. Such notice will reference the relevant project, and contract number.

E. Waiver of subrogation. Contractor and its insurance carrier waive any and all rights of subrogation against the Judicial Branch Entities. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify Court from all costs and liability caused by Contractor's breach.

15. Limitation of Liability

Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

16. Modification

No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Exhibit C (Statement of Work).

17. Prohibited Bids for End Product of this Agreement

No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

18. Public Contract Code References

References to the Public Contract Code are provided for convenience only. The Public Contract Code does not apply to Court, but is referenced to clarify Contractor's obligations, if specific code sections are cited.

19. Scope of Work; Acceptance

A. Scope of Work. Contractor will perform and complete all Work described in Exhibit C – Statement of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

B. Acceptance.

B.1 All vehicles leased during the duration of this Agreement are subject to acceptance by the Court's designated representative. The Court's designated representative will apply the acceptance criteria set forth in Exhibit C – Statement of Work - to determine acceptance or non-acceptance of each leased vehicle under the agreement.

B.2 The Court's designated representative shall notify the Contractor of non-acceptance of any vehicle under this agreement.

B.3 If a leased vehicle is not acceptable, the Court's designated representative shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of notice of non-acceptance to correct the failure(s) to conform to the acceptance criteria. The Court's designated representative shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 19 until Contractor's receipt of Court's written acceptance of leased vehicle(s).

C. Prior Work. Prior work, performed by Contractor pursuant to Court's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

D. Non-Exclusivity. This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

20. Standard of Performance; Warranties

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing

rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

B. Warranties.

B.1 Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2 Non-Infringement. Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.

B.3 All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.

B.4 Unless otherwise specified, the warranties set forth in this Section 20 commence after Work has been approved and accepted by Court.

C. Personnel Requirements.

C.1 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

C.2 Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Project Manager.

C.3 Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.

D. Background Checks. For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in performing any background checks, will provide prompt Notice to Court of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by Court. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any additional costs will be borne by Contractor.

21. Survival.

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties.

22. Termination.

A. Termination for Cause. Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

B.1 Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten days Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2 If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination due to Fund Appropriation and Availability.

C.1 Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

C.2 Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

D. Effect of Termination.

D.1 Upon any expiration or termination, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

D.2 Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

23. Time is of the Essence.

Time of performance is of the essence in the performance of services by Contractor under this Agreement.

24. Waiver; Severability

A. Waiver of Rights. Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

25. Entire Agreement

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

End of Attachment A

**ATTACHMENT B
VENDOR CERTIFICATION FORM**

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

**ATTACHMENT C
COURT DELIVERY LOCATIONS**

Delivery Place: Banning, California
Superior Court
135 N. Alessandra
Banning, CA 92220

Delivery Place: Blythe, California
Superior Court
265 North Broadway
Blythe, CA 92225

Delivery Place: Hemet, California
Superior Court
880 N. State Street
Hemet, CA 92543

Delivery Place: Indio, California
Superior Court
Larson Justice Center
46-200 Oasis Street
Riverside, CA 92501

Delivery Place: Moreno Valley, California
Superior Court
13800 Heacock Avenue, Bldg. D
Moreno Valley, CA 92553

Delivery Place: Murrieta, California
Superior Court
30755-D Auld Road, Suite 1226
Murrieta, Ca 92563

Delivery Place: Riverside, California
Hall of Justice
4100 Main Street
Riverside, CA 92501

Delivery Place: Temecula, California
Superior Court
41002 County Center Drive, Suite 100
Temecula, CA 92591

ATTACHMENT D

Statement of Acceptance of Terms and Conditions – General

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof (Attachment A, and that the undersigned's principal is fully bound and committed.

Company Name _____

Street Address _____

City _____

Signature_____

Printed Name _____